

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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A [REDACTED] H [REDACTED] J [REDACTED] H [REDACTED] and A [REDACTED]
H [REDACTED] infants by their mother and natural guardian
TOLITA HALLUMS, TOLITA HALLUMS, Individually,
DANNY HALLUMS and DANIEL BOYD,

Plaintiffs,

-against-

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

CITY OF NEW YORK, NEW YORK CITY POLICE
DEPARTMENT, NEW YORK POLICE DEPARTMENT
Officers Lt. HARRISON (Intel Supervisor); CAPT. PEGUES
(Overall Supervisor); SGT. JENNERY RIOS (Intel Sgt.), Shield
No. 4371; SGT. DONOVAN (Intel Sgt.), Shield unknown; SGT.
STEVEN MARINO (team Leader), Shield No. 1897; P.O.
SCOTT JUST, Shield No. 12018; P.O. JOSEPH VERDEROSA
(Recorder), Shield No. 17288; P.O. VINCENT FONTANA
(Rear Security), Shield No. 15144; P.O. JODY
SCHELLENBERG (rear Security), Shield No. 31716; P.O.
MICHAEL GONZALEZ (P. Van), Shield No. 20675; and P.O.
JOEL POLICHRON (P. Van), Shield No. 25464, all in their
official and individual capacities, and JOHN DOE OFFICERS
NOS 12-15, in their official and individual capacities

07 CV 2106 (FB)(RML)

Defendants.

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WHEREAS, plaintiffs [REDACTED] Tolita
Hallums, Danny Hallums and Daniel Boyd commenced an action entitled A [REDACTED] H [REDACTED], et al.
v. City of New York, et al., 07 CV 2106 (FB)(RML), on May 23, 2007, by filing a complaint in
the United District Court for the Eastern District of New York, alleging, *inter alia*, violations of
their civil rights pursuant to 42 USC § 1983; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs'
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in their litigation,
without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiff Tolita Hallums, for herself and for her plaintiff infant son,

[REDACTED], has authorized counsel to settle this matter on the terms enumerated below;

WHEREAS, plaintiffs [REDACTED] Danny Hallums and

Daniel Boyd have also authorized counsel to settle this matter on the following terms;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York, on behalf of defendants City of New York, the New York City Police Department, Jennery Rios, Steven Marino, Scott Just, and Joseph Verderosa, hereby agrees to pay plaintiffs the total sum of **FORTY THOUSAND (\$40,000.00) DOLLARS** in full satisfaction of all claims, including claims for costs, expenses and attorney fees, disbursed according to the following schedule:

A [REDACTED] H [REDACTED]	\$6666.70
TOLITA HALLUMS	\$6666.66
A [REDACTED] H [REDACTED]	\$6666.66
J [REDACTED] H [REDACTED]	\$6666.66
DANNY HALLUMS	\$6666.66
DANIEL BOYD	\$6666.66
Total	\$40,000.00

3. In consideration for the payment of this sum, plaintiffs agree to the dismissal of all the claims against the defendants City of New York, the New York City Police Department, Jennery Rios, Steven Marino, Scott Just, and Joseph Verderosa in this action, and to release defendants and any present or former employees or agents of the New York City Police Department and the City of New York, and their successors or assigns, from any and all liability,

claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

4. Settlement of the claims of the infant plaintiff [REDACTED] is conditioned on compliance with the provisions set forth in Rule 83.2(a) of the Local Civil Rules of this Court (“Settlement of Actions by or on Behalf of Infants or Incompetents, Wrongful Death Actions, and Conscious Pain and Suffering Actions”), and Rule 1207, et seq., of the Civil Practice Laws and Rules for the State of New York.

5. Plaintiffs shall execute and deliver to defendants’ attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph “2” above and an Affidavit of No Liens.

6. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiffs’ rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

8. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
_____, 2008

Mustapha Ndanusa, Esq.
Attorney for Plaintiffs
26 Court Street, Suite 603
Brooklyn, New York 11242

By: _____

Mustapha Ndanusa, Esq.

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 3-199
New York, New York 10007
(212) 788-1106

By: _____

Caroline Chen
Assistant Corporation Counsel

SO ORDERED:

FREDERIC BLOCK, U. S. D. J